

THIS AGREEMENT, made this 17 day of May, 1965, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the City of Tucson, acting by and through its City Manager, thereunto duly authorized, hereinafter designated City.

RECITALS:

WHEREAS, it is to the mutual benefit to the State of Arizona and the City of Tucson to enter into an agreement covering the maintenance of certain Traffic Signal Systems on State highways within the limits of the City, specifically at the following intersections:

US 89 and Medina	St 86 (Ajo) and 12th Avenue
US 89 and Valencia Road	US 80-89 and 18th Street
US 89 and Ajo Way	US 80-89 and Drachman
US 89 and Veterans Blvd.	US 80-89 and Grant Road
US 80 and Ajo Way	US 80-89 and Prince Road
US 80 and Park Avenue	

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. In the event of any future City construction projects involving the above-mentioned intersections, the project plans shall provide for any necessary modification of the Signal System and such plans shall be submitted to the State for approval. All costs for the work made necessary by the construction project shall be at the City's expense.

2. That any requests for modifications of traffic controls at this intersection shall be based upon and supported by traffic studies.

3. To provide and set aside each year sufficient funds necessary for the maintenance and operation of these signals, including:

- (a) Furnishing of electricity.
- (b) Repainting on a once-every-two years basis.
- (c) Furnishing and replacing burned out lamps.
- (d) Cleaning and relamping on a semi-annual basis or as required. Lamps to be furnished by City.
- (e) Furnishing all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus.

(f) When deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus, whether replacements or additions, to be State-furnished.

4. To provide and set aside each year sufficient funds for the maintenance of the signal controller and apparatus in the controller cabinet at the following intersections:

US 80-89 and 18th Street  
US 80-89 and Drachman  
US 80-89 and Grant Road  
US 80-89 and Prince Road

5. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

## ARTICLE II

IN CONSIDERATION, of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required during maintenance of the Signal Systems.

2. In the event of future State construction projects involving the above-mentioned intersections, the project plans shall provide for any necessary modifications of the Signal System, and such plans will be submitted to the City for its approval. All costs of the work made necessary by the construction project shall be at the State's expense.

3. To furnish replacement for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

4. To provide and set aside each year sufficient funds for the maintenance of the signal controller and apparatus in the controller cabinet at the following intersections:

US 89 and Medina	US 80 and Ajo Way
US 89 and Valencia Road	US 80 and Park Avenue
US 89 and Ajo Way	St 86 (Ajo) and 12th Avenue
US 89 and Veterans Blvd.	

ARTICLE III

IN CONSIDERATION of these premises it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City, in the maintenance of the signals, and the work incidental thereto, shall save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage, or other damage occurs as aforesaid, the City assumes the burden of proof that the above activity, condition or event did not cause such cost, damage, or other damage.

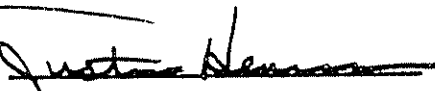
ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.


Approved as to form:

  
Assistant Attorney General

Attest:

  
JUSTIN HERMAN  
State Highway Director

Attest:

  
City Clerk

STATE OF ARIZONA

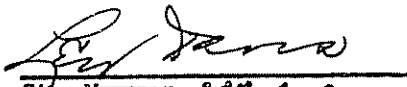
WILLIAM N. PRICE  
State Highway Engineer

BY:

  
A.L. CHADWICK  
Deputy State Engineer

CITY OF TUCSON

BY:

  
~~City Manager~~ MAYOR